

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N5702515R.C00500		PAGE 1 OF 38	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-15-T-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ISABELITO M. CABANA				b. TELEPHONE NUMBER (No Collect Calls) 619-556-6834	
6. SOLICITATION ISSUE DATE 15-Oct-2014		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 15 Nov 2014		9. ISSUED BY CODE N00244  NAVSUP FLC SAN DIEGO REGIONAL CONTRACTS (CODE 200) 3985 CUMMINGS ROAD SAN DIEGO CA 92136-4200  TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$11M NAICS: 611699	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO FLEET COMBAT CAMERA PACIFIC GOVERNMENT REPRESENTATIVE SEE PERFORMANCE WORK STATEMENT WITHIN AS SPECIFIED TEL: FAX:		16. ADMINISTERED BY CODE		17a. CONTRACTOR/OFFEROR CODE  FACILITY CODE	
18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL: EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 38
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HIGH RISK TACTICS/PHOTO TRAINING FFP TWO (2) SESSIONS OF 14-DAY HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING FOR 20 COMBAT CAMERA PERSONNEL FOR FLEET COMBAT CAMERA PACIFIC (FCCP). FIRST AND SECOND TRAINING SESSIONS WILL BE HELD DURING SECOND AND LAST QUARTER OF THE FISCAL YEAR, OR AS REQUIRED. SEE PERFORMANCE WORK STATEMENT (PWS) FOB: Destination PURCHASE REQUEST NUMBER: N5702515RC00500	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	HIGH RISK TACTICS/PHOTO TRAINING FFP TWO (2) SESSIONS OF 14-DAY HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING FOR 20 COMBAT CAMERA PERSONNEL FOR FLEET COMBAT CAMERA PACIFIC (FCCP). FIRST AND SECOND TRAINING SESSIONS WILL BE HELD DURING SECOND AND LAST QUARTER OF THE FISCAL YEAR, OR AS REQUIRED. SEE PERFORMANCE WORK STATEMENT (PWS). OPTION 1 1DEC2015-30NOV2016 FOB: Destination	2	Sessions		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		2	Sessions		
OPTION	HIGH RISK TACTICS/PHOTO TRAINING FFP TWO (2) SESSIONS OF 14-DAY HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING FOR 20 COMBAT CAMERA PERSONNEL FOR FLEET COMBAT CAMERA PACIFIC (FCCP). FIRST AND SECOND TRAINING SESSIONS WILL BE HELD DURING SECOND AND LAST QUARTER OF THE FISCAL YEAR, OR AS REQUIRED. SEE PERFORMANCE WORK STATEMENT (PWS). OPTION 2 1DEC2016-30NOV2017 FOB: Destination				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		2	Sessions		
OPTION	HIGH RISK TACTICS/PHOTO TRAINING FFP TWO (2) SESSIONS OF 14-DAY HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING FOR 20 COMBAT CAMERA PERSONNEL FOR FLEET COMBAT CAMERA PACIFIC (FCCP). FIRST AND SECOND TRAINING SESSIONS WILL BE HELD DURING SECOND AND LAST QUARTER OF THE FISCAL YEAR, OR AS REQUIRED. SEE PERFORMANCE WORK STATEMENT (PWS). OPTION 3 1DEC2017-30NOV2018 FOB: Destination				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		2	Sessions		
OPTION	HIGH RISK TACTICS/PHOTO TRAINING FFP TWO (2) SESSIONS OF 14-DAY HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING FOR 20 COMBAT CAMERA PERSONNEL FOR FLEET COMBAT CAMERA PACIFIC (FCCP). FIRST AND SECOND TRAINING SESSIONS WILL BE HELD DURING SECOND AND LAST QUARTER OF THE FISCAL YEAR, OR AS REQUIRED. SEE PERFORMANCE WORK STATEMENT (PWS). OPTION 4 1DEC2018-30NOV2019 FOB: Destination				
NET AMT					

#### PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)  
For  
HIGH RISK TACTICS/COMBAT PHOTOGRAPHY TRAINING  
In Support of  
Fleet Combat Camera Pacific (FCCP)

1. INTRODUCTION. Pre-deployment training exercise is required for all Fleet Combat Camera personnel in support of Task Force and Strike Group commanders in the CENTCOM and JSOTF-P AORs. The Commanding Officer, Fleet Combat Camera Pacific (FCCP), requires two sessions of fourteen (14) days of High Risk Tactics/Combat Photography Training for twenty (20) Combat Camera (COMCAM) personnel to be conducted in the 2<sup>nd</sup> and 4<sup>th</sup> quarters of fiscal year (FY) 2015 for the base year, and additional four (4) Option years.

2. BACKGROUND. In accordance with FCCP Required Operational Capabilities (ROC) and Projected Operational Environment (POE), OPNAVINST 3501.320C, tactical training is required for COMCAM personnel, to include weapons training, small team tactics, combat medicine, hand-to-hand combat, breaching, room clearing, rappelling, vehicle-down drills, night vision skills, and land navigation with still and motion imagery documentation integrated in all training evolutions. These skill-sets are necessary for COMCAM personnel to be able to operate effectively and in relative safety with the tactical units they embed in.

3. OBJECTIVE. To provide an effective and efficient High Risk Tactics/Combat Photography Training to twenty (20) Combat Camera (COMCAM) personnel twice yearly.

4. SCOPE. Scope of the contract includes: develop and provide a 14 day training plan that integrates tactical skills and still-and-motion documentation; conduct the developed training to 20 COMCAM personnel twice yearly as scheduled; and provide logistical support as delineated herein.

5. SPECIFIC TASKS. Contractor shall provide the following:

5.1 Training Plan. The contractor shall develop and provide a fourteen (14) days (day-to-day) training plan that integrates tactical skills and still-and-motion photography. The Training Plan shall include morning, afternoon, and evening (where needed) training blocks schedule. It shall also include as attachment an Emergency Evacuation Plan (as described in Section 5.1.6.2 below). The Government will provide a Subject Matter Expert (SME) for the still-and-motion photography portion of training. Contractor shall collaborate with the Government SME in the development of the comprehensive training plan to allow the smooth merging of the two separate skills being taught during the conduct of the plan. The training plan shall address the following:

#### 5.1.1 LIVE-FIRE FIREARMS TRAINING

5.1.1.2 Provide basic refresher training on M9 service pistol and M4 service rifle at multiple distances. Students must be able to perform skills required for the Navy qualification on each weapon (to include primary to secondary transitions, tactical and combat reload, shooting while moving, and utilizing and moving to cover positions).

5.1.1.3 Provide advanced training with M9 and M4 service weapons that combine basic firearms skills with small team tactics. Students must become proficient in shooting and moving, setting fields of fire, break contact drills, vehicle-down drills, and night-time shooting with flashlight and night vision optics.

5.1.1.4 Provide night and day Close Quarters Battle (CQB) training in groups from two-man teams to four-man-plus teams. Students must become proficient with room clearing procedures, in a variety of building layouts, and common breaching methods and their associated tools.

5.1.1.5. Provide Government SME opportunity to instruct students in collecting imagery during firearms training evolutions. Students must become proficient in incorporating learned tactical skills with still-and-motion photography documentation requirement.

#### 5.1.2 HAND-TO-HAND COMBAT

5.1.2.1. Provide training on unarmed combat techniques that are effective in stressful, hostile environments. Techniques to use must be currently employed by military or police type units. Students must be able to successfully demonstrate learned techniques at end of training. Skills needed:

5.1.2.2. Take-down and weapon retention techniques; and

#### 5.1.2.3. Detainee/prisoner apprehension and search.

### 5.1.3 COMBAT LIFESAVING

5.1.3.1 Provide a SME to refresh student knowledge of basic combat lifesaving techniques and med-kit item usage. This should include dressing a wound, use of a tourniquet, and personnel carry and drag methods. Students must be able to demonstrate the use of these life-saving methods.

### 5.1.4 ADDITIONAL FIELD TRAINING

5.1. 4.1 Rappelling. Provide rappelling training from a vertical or near-vertical terrain feature or structure to include tying-off methods that allow for two-hand operation of imagery collection equipment. Students must be able to rappel and use two-hand operation imagery collection equipment at the same time.

5.1.4.2 Land Navigation. Provide overview of compass and military map reading basics and elements of small unit field transits. This should include terrain association and night navigation. Students must become capable of navigating unfamiliar terrain on both day and night environment.

5.1.4.3 Visit Board Search and Seizure (VBSS - incorporate in CQB training). Provide scenarios and scenes for evidence documentation and sensitive sight documentation during CQB training. Students must become familiar with VBSS procedures.

5.1.5 SKILLS INTEGRATION AND ASSESSMENT (END PHASE). Intended to be the last part of the training period and designed to assess proficiencies attained by students' during the training. Assessment shall be in written examination of knowledge learned, and actual demonstration of skills learned through contractor developed mission-based scenarios.

5.1.5.1 Written Examination. Create and administer a required knowledge written examination to evaluate student's understanding of concepts learned throughout the training. Students will be graded pass/fail with fail grade threshold will be set by the COR (after review of the submitted Training Plan). Student's receiving grade of "fail" will not move on to the mission-based scenario evolution.

5.1.5.2 Mission-Based Scenarios. Contractor shall develop and provide mission-based scenarios that will allow students to demonstrate ALL learned skills during the training. Mission-based scenarios shall be designed to allow students to demonstrate skills learned during tactical courses that include operational documentation, reconnaissance and combat forensic documentation objectives. Contractor shall conduct the mission-based scenarios and assess each student's performance on a pass/fail grading criterion. Students receiving "fail" grade will be provided feedback on how to improve. The feedback will be incorporated in the After Action Report - Final.

### 5.1.6 SAFETY REQUIREMENT

5.1.6.1 Incorporate safety instruction before beginning of every high risk training evolution;

5.1.6.2 Provide emergency evacuation plan for Medical and other emergency situations (e.g. wildfires); make as attachment to the Training Plan; and

5.1.6.3 Provide a minimum of two (2) Range Safety observers for every live fire training evolution;

5.1.6.4 Provide Incident Report for any incident that caused harm or injury to personnel, or caused damage or destruction to property; address result, cause (if known), and recommended plan of action to continue training.

5.2 TRAINING. Contractor shall conduct/perform 14-days High Risk Tactics/Combat Photography training to 20 COMCAM personnel in accordance with the developed Training Plan within the following parameters:

5.2.1 TRAINING SCHEDULE. Training schedule for Session #1 during the base year shall be provided on contract award date. Other schedule to include Session #2 and training sessions during the exercised Option periods will be provided no later than 45 days prior to scheduled training. Tentative schedule as follows:

Contract Years	Training Session #1	Training Session #2
Base Year	February/March 2015	July/August/September 2015
Option Year 1	February/March 2016	July/August/September 2016
Option Year 2	February/March 2017	July/August/September 2017
Option Year 3	February/March 2018	July/August/September 2018
Option Year 4	February/March 2019	July/August/September 2019

5.2.3 REPORTS. The contractor shall provide After Action Report – Daily (AARD) and After Action Report – Final (AARF) to FCCP Chief Cadre member. AARD shall be submitted daily addressing (but not limited to) the following items: training performed, date and duration, list of students, incident (if any; state none of none), lesson learned, miscellaneous. AARF shall summarize the whole completed training addressing the same items to include written examination and mission-based scenario event.

5.3 LOGISTICS. Contractor shall provide:

5.3.1 Training Venue. For evaluation and planning purposes, the contractor shall also provide site diagram with facilities'/buildings' clearly marked purpose. The venue shall conform to all the following qualifications:

5.3.1.1 Be no more than two and a half (2 ½) hours drive from San Diego, CA;

5.3.1.2 Be California State approved small arms training facility;

5.3.1.3 Have facilities for classroom for visual presentations and instruction;

5.3.1.4 Have a kill-house for weapons training;

5.3.1.5 Have enough room to accommodate realistic simulation and execution of all training scenarios;

5.3.1.6 Have bivouac area large enough to accommodate three 20' x 30' Base-X tents for FCCP staff and student berthing (or has suitable berthing available for staff and students) at main training site;

5.3.1.7 Have accessible bathrooms (or portable bathroom facilities) at all training sites;

5.3.2 Hot meals for 30 people (students + medic + FCCP instructor crew) two times a day (breakfast and dinner) under following specifications:

5.3.2.1 Each meal shall provide an average of 1,300 kilocalories (15% protein, 30% fat and 55% carbohydrate) with an entrée portion, starch portion, and vegetable portion.

5.3.2.2 Contractor shall use Attachment 1 – Unitized Group Ration – B (UGR-B's) menu in preparing meal food items and schedule. Attachment 1 includes 14 dinner menus, and 5 breakfast menus; breakfast menu may be repeated. Breakfast meals shall include coffee and some type of juice as beverage options.

5.3.2.3 Contractor shall schedule: breakfast an hour prior to the start of training; dinner within an hour after training has finished.

5.3.2.4 Contractor may vary meal times consistent with the Training Plan schedule. Unscheduled changes shall be presented to COR or FCCP Chief Cadre member no later than four (4) hours before the scheduled meal time for approval.

5.3.3 Potable water for use in Base-X Shower system and drinking water for FCCP staff, students, and contractor staff (Note: Recommended amount is 3,000 gallons per training session.)

5.3.4 Training aids for use in Close Quarter Battle (CQB) training to include shotguns and shotgun ammo.

6. GOVERNMENT FURNISHED ITEMS AND SERVICES. Government will provide following to the COMCAM students:

6.1 COMCAM instructors for still and motion imagery instruction;

6.2 Hospital Corpsman service for emergency and first aid supplies;

6.3 M4/M9 weapon systems and ammunitions (1,000 rounds per caliber, per student), body armor, helmets and holsters/slides for all students;

6.4 Night vision equipment for weapons and photo/video equipment;

6.5 All photographic/video graphic equipment and materials;

6.6 Tents/sleep systems for students;

6.7 Base-X shelter system for camp TOC;

6.8 Meals Ready-to-Eat for lunch and for dinners where night evolutions are scheduled; and

6.9 Government vehicles for transportation and training – two (2) full size pick-up trucks, two (2) full size vans.

7. QUALITY ASSURANCE. The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). In accordance with the Quality Assurance Surveillance Plan, the Contracting Officer's Representative (COR), and the assigned Technical Assistant (TA), also known as FCCP Chief Cadre member will measure and evaluate the contractor's performance. Performance objectives, standards and acceptable thresholds are summarized in Technical Exhibit 1 – Performance Requirement Summary.

8. DELIVERABLES. Deliverables are items to be provided by the contractor as summarized in Technical Exhibit 2 – Deliverables Schedule.

#### 9. GENERAL INFORMATION:

9.1 PERIOD OF PERFORMANCE: The period of performance for this contract as follows:

POP	BEGIN	END
Base Year	1 December 2014	30 November 2015
Option Year 1	1 December 2015	30 November 2016
Option Year 2	1 December 2016	30 November 2017
Option Year 3	1 December 2017	30 November 2018
Option Year 4	1 December 2018	30 November 2019

Note: Subject to requirement in response to World events, the two training sessions may be conducted anytime during the active period of performance (POP) with minimum of forty five (45) days' notice to contractor.

**9.2 CONTRACTING OFFICER REPRESENTATIVE (COR)/TECHNICAL ASSISTANT (TA):** The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract. The COR will be assisted by a Technical Assistant (TA) appointed by FCCP Commanding Officer. The TA will assist the COR in executing routine administration and monitoring duties. Under this contract, the TA is also known as the "Chief Cadre Member" as identified in other areas of this PWS.

**9.3 KEY PERSONNEL:** The following personnel are considered key personnel by the government: LEAD TRAINER. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

**9.4 PERSONNEL QUALIFICATIONS** – see Additional Instructions to Offeror.

**9.5 APPLICABLE DOCUMENTS.**

- OPNAVINST 3104.3A Navy Combat Camera Program Policy, Responsibilities and Procedures, Aug 31 2010
- OPNAVINST 3501.320C Required Operational Capabilities and Projected Operational Environment for Combat Camera units, April 13 2011
- COMCAM Multi Service Tactics Techniques and Procedures, April 2013
- CJCSI 3205.01C Joint Combat Camera, 27 Jan 2010
- DODI 5040.02 Visual Information 27 Oct 2011

**9.6 DEFINITIONS:**

**CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

**KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**TECHNICAL ASSISTANT.** One appointed by the Commanding Officer to assist the COR in executing routine administration and monitoring duties; also known under this contract as “Chief Cadre Member.”

**TRAINING SESSION.** One session of fourteen (14) consecutive days of training.

## 9.7 ACRONYMS

ACRONYM	DEFINITION
AARD	After Action Report – Daily
AARF	After Action Report – Final
AOR	Area of Responsibility
CENTCOM	Central Command
COMCAM	Combat Camera
CQB	Close Quarters Battle
EEP	Emergency Evacuation Plan
FCCP	Fleet Combat Camera Pacific
JSOTF-P	Joint Specialized Operation Task Force
M4	Service rifle
M9	Service pistol
POE	Projected Operational Environment
ROC	Required Operational Capabilities
SME	Subject Matter Expert
TOC	Tactical Operations Command
UGR-B	Unitized Group Ration - B
VBSS	Visit Board Search and Seizure

#### 9.8 TECHNICAL POINT OF CONTACT.

*<TO BE FILLED IN UPON CONTRACT AWARD>*

#### 9.9 SECURITY. UNCLASSIFIED

**TECHNICAL EXHIBIT 1**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE REQUIREMENT	STANDARD	PERFORMANCE THRESHOLD	METHOD OF SURVEILLANCE/ PERFORMED BY
<p>PRS#1 – Contractor shall provide training with adequate safeguards and an appropriate number of safety personnel to prevent serious injury or death during the conduct of the training.</p> <p>PWS 5.1.6 - 5.2</p>	Contractor provided effective training with zero mishap.	<p>Zero Incident Reports</p> <p>1 validated Customer Complaint</p>	<p>100% Inspection of Incident Reports/ Customer Complaint</p> <p>COR/FCCP Chief Cadre member</p>
<p>PRS#2 – Contractors shall provide instructors that are Subject Matter Experts (SME) and have substantial actual experience performing the evolution they instruct.</p> <p>PWS 5.2</p>	Contractor provided instructors that are confident, prompt, professional, and are comfortable teaching to widely varying levels of student experience.	<p>2 validated Customer Complaints</p> <p>Approval of FCCP Chief Cadre member</p>	<p>Customer Complaints/ Direct Observation</p> <p>COR/FCCP Chief Cadre member</p>
<p>PRS#3 – Contractor shall accommodate FCCP Cadre's training objectives and photographic and videographic requirements.</p> <p>PWS 5.1 – 5.2</p>	Contractor accommodated the FCCP Cadre requirement and allowed students to capture imagery of evolution when deemed safe by both parties.	100% Accommodation	<p>Direct Observation</p> <p>COR/FCCP Chief Cadre member</p>

<p>PRS#4 – Contractor shall conduct the training in an effective and efficient manner resulting in proficiency of all 20 students in all skills required after the end of the training.</p> <p>PWS 5.1.5</p>	<p>Contractor provided training that improved proficiencies of all students on all required skills in the PWS.</p>	<p>No more than 2 students received grades of “fail” in the written examination; no more than 2 students received grades of “fail” in mission-based scenario events</p>	<p>100% Inspection</p> <p>COR/FCCP Chief Cadre member</p>
<p>PRS#5 – Contractor shall submit required reports.</p> <p>PWS 5.2.3</p>	<p>Contractor provided reports on a timely basis.</p>	<p>No more than 2 late reports (“late” defined as submission of report within 24 hours after the required time; submission after 24 hours is performance default)</p>	<p>100% Inspection</p> <p>COR/FCCP Chief Cadre member</p>
<p>PRS#6 – Contractor shall provide hot meals to 30 people twice a day – breakfast and dinner.</p> <p>PWS 5.3.2</p>	<p>Contractor provided hot meals to 30 people twice a day per schedule (based on attachment 1 – UGR-B)</p>	<p>No more than 2 complaints</p>	<p>Validated complaints</p> <p>COR/FCCP Chief Cadre member</p>
<p>PRS#7 – Contractor shall provide other logistic items described in the PWS.</p> <p>PWS 5.3.3</p>	<p>Contractor provided all other logistic items form, fit, and function on a timely manner; correct amount; operational/functional shotguns and shotgun ammunitions.</p>	<p>100% Compliance</p>	<p>100% Inspection</p> <p>COR/FCCP Chief Cadre member</p>

## TECHNICAL EXHIBIT 2

### DELIVERABLES SCHEDULE

This technical exhibit lists any reports or documentation that is required as a deliverable to include the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes.

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Comprehensive Training Plan for evaluation purposes to include: 1) Site Diagram; 2) Messing Plan (hot meals iaw Unitized Group Ration – B), 3) Emergency Evacuation Plan PWS 5.1 – 5.3.2	Submit with Technical proposal	1	MS Word; Emailed	Contracting Officer via Email
After Action Report – Daily (AARD) PWS 5.2.3	Daily – after training evolution or 1 hour before following day start of training	1	MS Word (or written)	COR/FCCP Chief Cadre member
After Action Report – Final (AARF) PWS 5.2.3	Within 2 working days after completion of the 14 days training	2	MS Word (or written)	COR/FCCP Chief Cadre member

**WAGE DETERMINATION.** WD 05-2057 (Rev.-15) first posted on [www.wdol.gov](http://www.wdol.gov) on 08/05/2014 incorporated herein.

#### **ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the CNAF via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY) which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31

of each calendar year. Contractor may direct questions to the help desk link at <https://doncmra.nmci.navy.mil>.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2014 TO 30-NOV-2015	N/A	FLEET COMBAT CAMERA PACIFIC GOVERNMENT REPRESENTATIVE SEE PERFORMANCE WORK STATEMENT WITHIN AS SPECIFIED FOB: Destination	R57094
0002	POP 01-DEC-2015 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R57094
0003	POP 01-DEC-2016 TO 30-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R57094
0004	POP 01-DEC-2017 TO 30-NOV-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R57094
0005	POP 01-DEC-2018 TO 30-NOV-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R57094

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	System for Award Management	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2013) Alternate I	MAY 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.217-5	Evaluation Of Options	JUL 1990
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-41	SERVICE CONTRACT LABOR STANDARDS (May 2014)	MAY 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-14 Alt I	Rights in Data--General (May 2014) - Alternate I	DEC 2007
52.232-18	Availability Of Funds	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### ADD'L INSTRUCTION TO OFFEROR

### **Additional Instructions to Offerors**

#### **1.0 GENERAL INSTRUCTIONS.**

The award resulting from this solicitation will be a Firm Fixed Price (FFP) contract. It will be awarded as a competitive lowest price technically acceptable (LPTA) procurement under FAR Part 13.5 and consist of a one-year base period of performance followed by four (4) one-year options that will be exercised at the discretion of the Government. This solicitation is Set Aside for Service Disabled Veteran Owned Small Business (SDVOSB) contractors. Proposals by other than SDVOSB contractors will NOT be considered.

Previous contract was a Firm Fixed Price contract awarded to Tactical Firearms Training Team (TFTT) under contract N00244-11-C-0007 that expired 30 September 2014.

All proposals must fully-comply with these instructions and **address all solicitation requirements** to be eligible for award. As such, proposals that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are not authorized and will be rejected.

Each initial offer should contain the Offeror's best terms from a price and technical standpoint. It is the Offeror's responsibility to ensure that there are no discrepancies presented within the information contained in its offer. Potential Offerors are hereby notified that in the event there are discrepancies within the information received by the Government, or in comparison to Government information provided in the solicitation, the Government reserves the right to apply its judgment to resolve such discrepancies during the evaluation of the proposals without conducting discussions.

An Offeror's proposal is presumed to represent the Offeror's best efforts to comply with the solicitation requirements. Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal may be considered unrealistic, precluding further consideration for award. The offer should be complete as submitted and not include references to data or information previously submitted. Data previously submitted to the Navy, if any, will not be incorporated "by reference" into the offer and will not be considered in the evaluation of the proposal.

The proposal must demonstrate that the Offeror understands all RFP and PWS requirements and their interrelationships. It must demonstrate the Offeror's familiarity with the detailed aspects of the requirements, and clearly show that the Offeror correctly interpreted all of the requirements. Offerors are cautioned against restating

PWS requirements in their proposal, particularly with regard to technical requirements and must state how all RFP and PWS requirements will be met. Statements such as "the Offeror understands" and "the Offeror shall/can comply" along with responses that paraphrase the RFP, are inadequate. The use of phrases such as "standard practices" (with a specific government reference or industry reference) does not indicate that an Offeror understands the requirements and will likely result in a diminished evaluation rating.

At the Government's discretion, the Contractor's proposal may be incorporated into the final contract, either in whole or in part.

All questions related to the solicitation must be submitted via email to the contract negotiator email [Isabelito.cabana@navy.mil](mailto:Isabelito.cabana@navy.mil). The Government will make every attempt to answer all questions in a timely manner. All questions must be submitted by 12:00 PM PST **3 November 2014**.

Proposal Format and Content: All offers must be submitted in three (3) volumes as follows:

Volume I -Technical Capability (Do Not Include Pricing Info)

Volume II - Past Performance (Do Not Include Pricing Info)

Volume III - Price

All copies must be able to be printed out single-sided, on either an 8.5" by 11" paper or 11' by 17' paper for diagrams, charts, or graphic materials. Type size 10, Times New Roman font. Pages of each volume must be numbered consecutively. All offers must be received by **15 November 2014** at 4:00 P.M. Pacific Standard Time (PST). This posted closing date and time applies to all electronic copy submissions.

Each volume must include the following information:

Cover Sheet – The cover sheet shall include:

- Title – N00244-15-T-0002 High Risk Tactics/Combat Photography Training
- Volume Name (Technical, Past Performance, or Price)
- Volume Number
- Name and address of the offeror, point-of-contact (POC), title, telephone number, fax number, email address, Taxpayer Identification Number (TIN), Data Universal Numbering System (DUNS), Commercial and Government Entity (CAGE) code.
- Table of Contents – The table of contents shall provide enough detail to easily locate all important elements of the proposal.

Data submitted directly to the Government by subcontractors in support of the prime offeror's cost proposal shall follow the above format. In addition, the prime offeror shall be prominently identified. All submissions are subject to the posted submission requirements including the posted closing date and time.

## **2.0 Specific Volume Instructions**

### **Volume I –Technical Capability**

Volume I of the written proposal is the Technical Volume and shall consist of the following sections: Technical Capability. No cost or pricing information shall be included in any part of the Technical Volume. The Government requires the information described below in order to evaluate the offeror's ability to perform. Failure to adequately address any of the required information may constitute a "material omission," precluding further consideration for award.

The Offeror's Technical Proposal (Volume I) should be organized in a manner to permit evaluation of each of the factors and subfactors and with respect to their relative importance specified in this solicitation, Section M – Evaluation Factors for Award.

Offerors must demonstrate the ability to meet all of the requirements set forth in the solicitation. Technical Capability will consist of four **(4) sub-factors listed in descending order of importance**: Technical Approach, Key-Personnel Resume, Staffing Plan, and Quality Control Plan.

**Sub-Factor (1) Technical Approach.** Technical Approach shall be submitted with the proposal addressing ALL items in the Performance Work Statement (PWS). This also includes submission of a Comprehensive Training Plan along with: 1) venue Site Diagram showing training sites and bivouac locations, 2) Messing Plan iaw Unitized Group Ration – B (see Attachment 1), and 3) Emergency Evacuation Plan. The Training Plan shall include a 14 day timeline, with description of each event/item during a time period, instructor/s, and other information that may help show the offeror's understanding of the requirement, thereby affording a meaningful evaluation of the criteria.

**Sub-Factor (2) Resume.** Resume shall be submitted for one key personnel – **Lead Trainer**. Resume shall provide the following: name, present place of employment, education and experience, and a narrative on how the qualifications make the proposed personnel the best candidate for the requirement. Failure to confirm employment status and/or employment intent will preclude further consideration and result in the assignment of an "Unacceptable" rating for this sub-factor. The Personnel Resume is limited to two (2) pages.

**Personnel Requirements.** Due to the nature of this solicitation, special attention shall be paid to the skills, qualifications, and experience levels of the personnel that will be employed by the successful Offeror. All Contractor personnel shall meet the required experience, education, and other background requirements as set forth below and be fully capable of performing their work in an efficient and reliable manner.

**Key Personnel.** The Offeror shall provide resume in Volume I, **Technical Capability**, for the key personnel identified as the Lead Trainer. The resume will be evaluated by the Government against the required personnel qualifications listed below. The proposed personnel qualifications, as set forth in their resumes, shall establish the required qualifications for key personnel for the term of the contract. The successful Offeror shall not replace key personnel with personnel who do not have the qualifications that meet or exceed those proposed by the Offeror and accepted by the Government. Any changes in key personnel, during contract performance, shall be subject to approval by the Contracting Officer and subject to a formal bilateral contract modification to recognize those changes. Offerors are reminded that if the proposed employee is not a present employee of the Offeror, a letter of intent shall be attached to the resume. Failure to confirm employment status/employment intent will preclude further consideration of the resume.

**Qualifications for Key Personnel are listed below:**

**Lead Trainer minimum qualifications:**

- a. Master Training Specialist/ Instructor certification or equivalent issued by USN, USMC or other agencies or police units.
- b. Combat Tactics Instructor or experience in Special Forces, SWAT, or other relevant small unit combat experience.
- c. Small Arms Range Safety Officer certification or equivalent training.

Note: If the proposed employee is not a current employee of the Offeror, a letter of intent shall be attached to the resume. Failure to confirm employment status /employment intent, will preclude further consideration and result in the assignment of an "Unacceptable" rating for this sub-factor.

**Sub-Factor (3) Staffing Plan.** Staffing Plan will describe how the Offeror will assign personnel to meet the PWS requirements. Staffing Plan will address the following areas: reporting chain of command; methods for overall supervision and immediate supervision at the work areas; qualifications; how positions and qualifications will support tasks identified in PWS and the training plan.

**Sub-Factor (4) Quality Control Plan.** The Quality Control Plan (QCP) will describe contractor self monitoring, performance measurement, and documented compliance of the PWS and associated performance standards requirements. QCP will address the following areas: Self-monitoring methods; Performance measurements metrics; Document compliance with the Performance Requirements Summary (PRS) and PWS; Methodology to be used for discrepancy resolution of any discrepancies, to include the ability to incorporate and address unplanned events and circumstances.

This solicitation is Set Aside for SDVOSB concerns. If offeror proposes to use subcontractor(s), offeror shall document the work to be performed by subcontractor. The offeror shall clearly demonstrate that at least 50% of the cost of personnel for contract performance will be spent for employees of the concern, or employees of other SDVOSB concern.

The Technical Proposal shall consist of **no more than 30 pages**, excluding resumes, employment agreements, specific Quality Control Plan, copies of certificates and licenses, title page and table of contents. Except as otherwise noted in this solicitation, resumes may not exceed **two pages** per individual. Offerors are cautioned that no more than the first 30 pages of their Technical Proposals will be evaluated. If any offer is not in compliance with the page limitation on Technical Proposals, the extra pages will be removed and not evaluated.

The Offeror's Technical Proposal (Volume I) should be organized in a manner to permit evaluation of each of the factors.

## **Volume II – Past Performance**

Past Performance shall be evaluated based on the submission of past performance data supplied by the Offeror, the Government's verification of that data (including information separately provided), and review of any other pertinent information.

The government shall evaluate the Offeror's past performance performed within the past five years which is similar in scope, magnitude, and complexity to that detailed in the Performance Work Statement. Offerors who present "similar" contracts should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. Offerors may submit performance data of current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this solicitation.

The offeror may also submit information regarding relevant contracts performed by any subcontractors and teaming partners who will perform under this contract. In such a case, the offeror must also clearly indicate the percentage of work that the subcontractor will perform under the contract and the work effort. Past performance will be evaluated as a teaming effort.

Any surveys from reference contracts shall be submitted by the reference POC to the Contract Negotiator. Surveys submitted to anyone other than the Contract Negotiator will not be considered. Completed survey(s) must be submitted directly via email to Isabelito.Cabana@navy.mil and must clearly state in the subject line of the email: "Solicitation Number: N00244-15-T-0002 Past Performance Information ." Past Performance reference submissions received after the proposal due date and time will NOT be considered.

If the Offeror possesses no relevant past performance, it must affirmatively state this fact in the Past Performance Information Form. Each Offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. If the Offeror does neither of the foregoing, the proposal may not be eligible for award.

## **Volume III – Price.**

The offeror shall submit price proposal in following format:

PWS Description	Qty	Unit	Price/unit	Extended Price
Basic	2	Sessions	\$	\$

OPTION 1	2	Sessions	\$	\$
OPTION 2	2	Sessions	\$	\$
OPTION 3	2	Sessions	\$	\$
OPTION 4	2	Sessions	\$	\$
GRAND TOTAL OF ENTIRE EFFORT (BASE + OPTIONS)				\$

**NOTE: NO COST INFORMATION SHALL BE INCLUDED IN VOLUME I & II.**

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

This solicitation is Set Aside for SDVOSB concerns only following FAR 13.5 methodology. Proposals by other contractors will NOT be considered. The award resulting from this solicitation will be a single Firm Fixed Price contract type. The contract will be for twelve (12) months period of performance commencing on 1 December 2014 with four (4) Option years. The Contracting Officer intends to conduct evaluation of proposals using the Lowest Price Technically Acceptable source selection process.

To be eligible for award, the Offeror must fully comply with the instructions included in Additional Instruction to Offeror, and sufficiently address all solicitation requirements. As such, offers that take exception to any of the terms and conditions of this RFQ, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are NOT authorized and will be rejected.

A single Firm Fixed Price contract will be awarded without discussions as authorized by FAR 52.215-1. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Offerors that take exception to the Government's technical requirements in the technical volume will not be considered for award; therefore, any exception to the Government's technical requirements must be resolved prior to the solicitation closing date.

To be considered eligible for award, each Offeror must submit a single proposal that contains a complete and accurate response to the requirements of this solicitation. The Government will accept only one offer. No multiple awards will be made.

Any inconsistency, within the price proposal or between the technical or price proposals, should be fully explained, or it may be considered a discrepancy within the offer and a risk in the Offeror's ability to perform, which will lower the evaluation rating. The proposal shall be in the format prescribed by, and shall contain a response to each of the areas identified in Additional Instruction to Offeror.

Offers will be evaluated on each of the following evaluation factors, listed in descending order of importance:

Factor I - Technical Capability

Factor II - Past Performance

Factor III - Price

Factor I - Technical Capability, will be evaluated based on four (4) sub-factors as follows:

1. Technical Approach
2. Key-Personnel Resume

## 3. Staffing Plan

## 4. Quality Control Plan

**Factor I - Technical Capability Grading Criteria:**

TECHNICAL CAPABILITY, Factor I, represents MINIMUM acceptable criteria. Offerors' technical information will be used to determine whether the services proposed meet the specifications included in this solicitation. Services offered, as provided in Offerors' technical information, will be evaluated as technically acceptable or technically unacceptable. Offers which are determined to be technically unacceptable will not be considered further for award. The narrative description of each grade follows, as appropriate for Factor I, Technical Capability and its sub-factors. Offerors must be rated technically "Acceptable" for each sub-factor listed above to receive an overall technically "Acceptable" and in order to be evaluated for Past Performance (Factor II). Failure to meet technically acceptable standards in any subfactor may result in a finding of technically "Unacceptable" and will not be considered for award.

Technical. The term "technical," as used herein, refers to non-cost factors other than past performance. The purpose of the technical factor is to assess whether the offeror's proposal will satisfy the Government's minimum requirements. The Technical Evaluation Team shall evaluate the offeror's proposal against these requirements to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in Table M-1.

TABLE M-1	COMBINED TECHNICAL/RISK RATING
Rating	Description
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

**Factor II: Past Performance Ratings**

Past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in Table M-2.

TABLE M-2	PAST PERFORMANCE EVALUATION RATINGS
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable." However, offers that are rated "acceptable" but without record of relevant past performance may not represent the most advantageous proposal to the Government when compared to offerors with relevant past performance, and thus, may not be considered further for award.

Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

There are two aspects to the past performance evaluation. The first is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. The criteria to establish what is recent and relevant shall be unique to each LPTA source selection. Therefore, the solicitation shall establish the criteria for recency and relevancy in relation to the specific requirement being procured. In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

Sources of Past Performance Information for Evaluation are as follows:

- Past performance information may be provided by the offeror, as solicited.
- Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.
- Past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency.

The evaluation team will review the past performance information and determine the quality and usefulness as it applies to performance competence assessment.

### **Factor III – Price**

A single firm fixed-price contract shall be awarded to the lowest price offer that is rated acceptable in Factors I and II.

Although solicitation is full and open competition after exclusion of sources, competition result may prove inadequate to satisfy requirement to perform price analysis. In this situation, cost analysis maybe required to establish reasonableness of the otherwise successful offeror's price.

The burden of proof for price credibility rests with the Offeror. Offerors are cautioned that, to the extent proposed price appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

Technical and past performance, when combined, are significantly more important than price. Although cost is the least important evaluation factor, it should not be ignored. The degree of its importance will increase with the degree of equality of proposals in relation to technical capability.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X   (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

  X   (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

       (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

       (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

       (13) [Reserved]

  X   (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

       (ii) Alternate I (NOV 2011).

       (iii) Alternate II (NOV 2011).

       (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-7.

       (iii) Alternate II (Mar 2004) of 52.219-7.

  X   (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

       (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

       (ii) Alternate I (Oct 2001) of 52.219-9.

       (iii) Alternate II (Oct 2001) of 52.219-9.

       (iv) Alternate III (Jul 2010) of 52.219-9.

       (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

  X   (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

       (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_\_ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_\_ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_\_ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

  X   (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

  X   (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, NAVSUP FLC San Diego by obtaining written and dated acknowledgment of receipt from Mr. Isabelito M. Cabana, Contract Negotiator, FLCSD Email [Isabelito.Cabana@navy.mil](mailto:Isabelito.Cabana@navy.mil).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

\*\*\*\*\*WILL FILL IN UPON CONTRACT AWARD\*\*\*\*\*

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	

Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PARTIAL DELIVERY/PARTIAL PAYMENT AUTHORIZED.

#### UNIT PRICES (OCT 2001)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

**CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES**

\*\*\*\*\*WILL FILL IN UPON CONTRACT AWARD\*\*\*\*\*

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. **PROCURING CONTRACTING OFFICER (PCO)** is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: -----

Address: -----

-----

-----

Phone: -----

2. **CONTRACT ADMINISTRATION OFFICE (CAO)** is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: -----

Address: -----

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Phone: -----

3. **DEFENSE CONTRACT AUDIT AGENCY (DCAA)** is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: -----

Address: -----

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Phone: -----

4. **PAYING OFFICE** is responsible for payment of proper invoices after acceptance is documented.

Name: -----

Address: -----

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Phone: -----

5. **CONTRACTING OFFICERS REPRESENTATIVE (COR)** is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;

- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: -----

Address: -----

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Phone: -----

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: -----

Address: -----

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Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----

Address: -----

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Phone: -----

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;

- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name: -----

Address: -----

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Phone: -----

(End of text)